SMOKEY POINT BUSINESS PARK PFN 02-100529 BG

A PORTION OF THE 5E1/4, 5E1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M. SNOHOMISH COUNTY, WASHINGTON.

LEGAL-DESCRIPTION-

THE SOUTH HALF-OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER LYING WEST OF STATE ROAD NO. 1; EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 327471; AND EXCEPT BEGINNING AT THE INTERSECTION OF THE WEST LINE OF STATE ROAD NO. 1 AND THE NORTH LINE OF COUNTY ROAD LOCATED ON THE SOUTH LINE OF SECTION-17; THENCE NORTHWESTERLY ALONG WEST LINE OF STATE ROAD 10Q FEET;

THENCE AT RIGHT ANGLES TO STATE ROAD WESTERLY FOR 133.57 FEET;

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THENCE SOUTH 29.5 FEET TO NORTH LINE OF COUNTY ROAD: THENCE EASTERLY 164.30 FEET TO POINT OF BEGINNING, AND ALSO SOUTH 15 FEET OF NORTH-HALF OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER LYING WEST OF STATE ROAD NO. 1, ALL IN SECTION 17, TOWNSHIP 31 NORTH, RANGE 5 EASI, W.M.;

EXCEPT THE EAST 10 FEET AS CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 200307031422 AND EXCEPT THE SOUTH 10 FEET AS CONVEYED TO CITY OF ARLINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 200402180723.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

DECLARATION - COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL PERSONS BY THESE PRESENTS THAT SMOKEY POINT BUSINESS PARK, LLC, A WASHINGTON LIMITED BABILITY COMPANY, THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE LAND CONTAINED WITHIN AND HEREBY BOUND BY THIS BINDING SITE PLAN WITH RECORD OF SURVEY, AND COASTAL COMMUNITY BANK, THE MORTGAGEE THEREOF, HEREBY DECLARE THIS BINDING SITE PLAN WITH RECORD OF SURVEY SUBJECT TO THE FOLLOWING CONDITIONS. COVENANTS, RESTRICTIONS, EASEMENTS, AND REQUIREMENTS:

- ALL DEVELOPMENT AND USE OF THE LAND DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH THE BINDING SITE PLANT AS IT MAY LAWFULLY BE AMENDED WITH THE APPROVAL OF SNOHOMISH COUNTY, AND IN ACCORDANCE WITH SUCH OTHER GOYERNMENTAL PERMITS, APPROVALS, REGULATIONS, REQUIREMENTS AND RESTRICTIONS THAT MAY BE IMPOSED UPON SUCH LAND AND THE DEVELOPMENT AND USE THEREOF. WHEN OWNERSHIP OF REAL PROPERTY SUBJECT TO THIS BINDING SITE PLAN/RECORD OF SURVEY BECOMES DIVIDED BETWEEN MULTIPLE PERSONS-AND/OR LEGAL ENTITY(S). HAVING OWNERSHIP INTERESTS IN SUCH LOTS, TRACTS, OR PHASES ESTABLISHED HEREIN, THE FOLLOWING REQUIREMENTS SHALL APPLY: 11 ALL OF SUCH PERSONS AND LEGAL ENTITIES SHALL HAVE THE JOINT RESPONSIBILITY TO PERFORM AND PAY FOR ALL OBLIGATIONS (INCLUDING MAINTENANCE AND REPAIR) REQUIRED BY THIS BINDING SITE PLAN TO BE PERFORMED BY THE PROPERTY OWNERS WITH RESPECT TO COMMON SITE FEATURES; AND (2) PRIOR TO OR CONCURRENTLY WITH ANY CONVEYANCE AND/OR ANY DIVISION OF OWNERSHIP, AND BY RECORDING APPROPRIATE DOCUMENTS WITH THE COUNTY AUDITOR, THE DECLARANT DOR ITS SUCCESSORS) SHALL ALSO ESTABLISH (AND THEREAFTER MAINTAIN) THE METHOD AND MEASURES (INCLUDING OWNERS ASSOCIATIONS AND/OR OTHER LEGAL ENTITIES REPRESENTING THE INTERESTS OF SUCH MULTIPLE OWNERSHIP) WHICH ARE NECESSARY: -(A) TO ADMINISTER AND GOVERN-SUCH MULTIPLE-OWNERSHIP INTERESTS; AND (B) TO SATISFY THE REQUIREMENTS OF INTEGRATED RIGHTS AND OBLIGATIONS WITH RESPECT TO COMMON SITE-FEATURES AND DEVELOPMENT APPROVAL.
- NO FURTHER SUBDIVISION OF ANY LOT SHALL OCCUR WITHOUT RESUBMITTING FOR COUNTY APPROVAL
- 3. THE SALE OF LESS THAN A WHOLE LOT HEREIN IS EXPRESSLY PROHIBITED.
- FOLLOWING COMPLETION OF THE ORIGINAL GRADING OF PARKING AREAS, ROADS AND WAYS SHOWN HEREON, NO DRAINAGE_WATERS ON ANY LOT(5), TRACTS AND OTHER FEATURES COVERED BY THIS BINDING SITE PLAN SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE 50 AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHT-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THIS BINDING SITE PLAN WITH RECORD OF SURVEY, THE OWNER OF ANY LOT(S), TRACT(S) AND OTHER FEATURES OF THE LAND DESCRIBED HEREIN MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DEPARTMENT OF PLANNING AND DEVELOPMENT SERVICES FOR SAID ALTERATION. ANY ENCLOSURE OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT(S), TRACT(S) AND OTHER FEATURES OF THE LAND COVERED HEREIN AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT(S) SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.
- PRIVATE ACCESS AND PARKING AREAS: THE COST OF CONSTRUCTION AND MAINTENANCE OF ALL ACCESS AND PARKING AREAS NOT HEREIN DEDICATED. AS PUBLIC ROADS SHALL BE THE OBLIGATION OF ALL OWNERS AND/OR BENEFICIARIES THEREOF AND THE OBLIGATION TO MAINTAIN SHALL BE CONCURRENTLY THE OBLIGATION OF ANY PERSON(S), CORPORATION(S) OR OTHER LEGAL ENTITY IN WHICH TITLE MAY BE HELD. THE OBLIGATION FOR PRIVATE ACCESS AND PARKING AREA MAINTENANCE AND THE ABILITY TO PLACE LIENS AGAINST OWNERS NOT FULFILLING THEIR MAINTENANCE OBLIGATION SHALL CONSTITUTE A COVENANT THAT TOUCHES AND CONCERNS THE PROPERTY AND RUNS WITH THE LAND AND SHALL BE BINDING ON ALL OF THE OWNERS AND/OR BENEFICIARIES OF THE PRIVATE ACCESS AND PARKING AREAS AND THEIR ASSIGNS AND SUCCESSORS. IN THE EVENT THAT THE OWNERS OF ANY LOTS OF -THE LAND DESCRIBED HEREIN, SERVED BY THE ACCESS AND PARKING AREAS OF THIS BINDING SITE PLAN WITH RECORD OF SURVEY, SHALL PETITION THE COUNTY TO INCLUDE THESE ACCESS AND PARKING AREAS IN THE PUBLIC ROAD SYSTEM, THE PETITIONERS SHALL BE OBLIGATED TO BRING THE SAME TO COUNTY ROAD STANDARDS APPLICABLE AT THE TIME OF PETITION IN ALL RESPECTS, INCLUDING DEDICATION OF RIGHT-OF-WAY, PRIOR TO ACCEPTANCE BY THE COUNTY.
- LOTS 1, 2 AND 3 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN WHICH REQUIRES IMPERVIOUS SURFACES AND DRAINS TO BE CONNECTED TO THE STORM WATER SYSTEM. SEE DRAINAGE PLAN FOR DETAILS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS THIS _	9th DAY OF March 2004.
5MOKEY POINT BUSINESS PARK, LLC	COASTAL COMMUNITY BANK
A WASHINGTON LIMITED LIABILITY COMPANY BY: Rise T. C. Dobler ITS: Managing member	ITS: The ves

EASEMENTS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT BINDING SITE PLAN WITH RECORD OF SURVEY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS. TRACTS AND COMMON AREAS IN WHICH TO INSTALL. LAY. CONSTRUCT. RENEW. OPERATE AND MAINTAIN UNDERGROUND CONDUITS. CABLES. PIPE. AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC. TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE BINDING SITE PLAN WITH RECORD OF SURVEY ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY. EXCEPT THOSE DESIGNATED ON THE BINDING SITE PLAN WITH RECORD OF SURVEY AS PRIVATE EASEMENTS. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE. CONSTRUCT. OPERATE. MAINTAIN. REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF DAVID T. GARDNER, THIS 19 day of 100 100 , 100 , 100 ,	
AT 29 MINUTES PAST 3 O'CLOCK 2 . M, AND RECORDED IN VOLUME OF BINDING SITE PLANS, PAGE(5)_	 ,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.	



ACKNOWLEDGEMENTS

STATE OF WASHINGTON) COUNTY OF SNOHOMISH)

AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANDAINA MINDEN OF SMOKEY POINT BUSINESS PARK, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

NOTARY PUBLIC

STATE OF WASHINGTON)

COUNTY OF SNOHOMISH)

AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE TRESIDENT OF COASTAL COMMUNITY BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

RESIDING AT MONULOVIUL

PDS-APPROVAL

FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS PART DAY

OR THE NEXT TO A ...

I HEREBY CERTIFY THAT-ALL STATE AND COUNTY TAXES-HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE-BEEN FULLY PAID AND DISCHARGED, INCLUDING 200_1 TAXES.

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IN ACCORDANCE WITH RCW 58.08.040, NY PERSON RECORDING A PLAT AFTER 1AY 31st MUST PAY ADVANCE TAXES

LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR LINDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SMOKEY POINT BUSINESS PARK, LLC THIS- - 9-T#

PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 35975



DATE: 3-7-04

BINDING SITE PLAN FOR SMOKEY POINT BUSINESS PARK, LLC -

> 5E1/4, 5E1/4 OF SECTION-17, TWP 31 N, R 5 E, WM-TAX PARGEL NO. 31051700402800

SNOHOMISH COUNTY, WASHINGTON-

A.S.P.I. (ALPHA SUBDIVISION PROS, INC.) 3307 RUCKER AVE EVERETT, WA 98201 (425) 252-1884 9904985P.DWG-

PREPARED - 02-24-04

SMOKEY POINT BUSINESS PARK

PFN 02-100529 BG

A PORTION OF THE SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M. SNOHOMISH COUNTY, WASHINGTON.

COVENANTS: CONDITIONS AND RESTRICTIONS CONTINUED

- BINDING EFFECT: THIS BINDING SITE PLANT AND THE FOREGOING CONDITIONS, COVENANTS, AND RESTRICTIONS SHALL CONSTITUTE COVENANTS THAT RUN-WITH THE LAND, AS PROVIDED BY LAW, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS WHO ARE OR SHALL BECOME AN OWNER OF, OR OTHERWISE HAVE AN INTEREST IN THE LAND DESCRIBED HEREIN.
- 8. REVISIONS: "REVISIONS"TO CONDITIONS, COVENANTS, RESTRICTIONS AND/OR SITE DEVELOPMENT CHARACTERISTICS OF THE RECORDED BINDING SITE PLAN/RECORD OF SURVEY SHALL BE PROCESSED IN ACCORDANCE TO SCC TITLE 30.410 AND INCLUDE DOCUMENTATION INDICATING CONSENTS OF ANY MULTIPLE LEGAL ENTITIES REPRESENTING THE INTEREST OF OWNERS SUBJECT TO THE BINDING SITE PLAN/RECORD OF SURVEY.
- 3. MULTIPLE OWNERSHIP OBLIGATIONS:- IF THE PROPERTY SUBJECT TO THIS BINDING SITE PLAN/RECORD OF SURVEY IS SUBJECT TO MULTIPLE OWNERSHIP INTERESTS, (INDIVIDUALS, CONDOMINIUMS, CORPORATIONS AND/OR OTHER LEGAL ENTITIES) THEN ALL OF SAID ENTITIES SHALL HAVE JOINT RESPONSIBILITY TO PERFORM AND PAY FOR THE MAINTENANCE AND REPAIR WORK OF COMMON AREAS AND/OR DEVELOPMENT CHARACTERISTICS REQUIRED BY THIS BINDING SITE PLAN/RECORD OF SURVEY.
- 10. NOTICES OF ACTIONS: ANY DEMAND TO BE MADE UPON OR ANY NOTICE HEREUNDER TO BE GIVEN TO THE OWNER OR OWNERS OF THE LAND SUBJECT TO THIS BINDING SITE PLAN/RECORD OF SURVEY SHALL BE IN WRITING AND MAILED, POSTAGE PREPAID, CERTIFIED MAIL RETURN RECEIPT REQUESTED, TO THE LAST KNOWN ADDRESS OF SAID OWNER(S).
- 11. ENFORCEMENT: THE PROVISIONS OF THIS BINDING SITE PLAN/RECORD OF SURVEY (AND THE DECLARATIONS, CONDITIONS, COVENANTS, RESTRICTIONS AND/OR EASEMENTS HEREIN) ARE DECLARED TO CREATE MUTUAL AND EQUITABLE COVENANTS AND SERVITUDES FOR THE BENEFIT OF THE DECLARANT, EACH FUTURE OWNER OR CONTRACT PURCHASER, AND THEIR SUCCESSORS IN INTEREST. ENFORCEMENT OF THESE PROVISIONS MAY BE BY ANY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING QR ATTEMPTING TO VIOLATE SUCH PROVISIONS EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES. FAILURE OF THE DECLARANT OR ANY SUCCESSOR IN INTEREST TO ENFORCE ANY SAID PROVISIONS, OR EXERCISE ANY RIGHTS HEREIN CONTAINED, SHALL IN NO EVENT BE-DEEMED A-WAIVER OF THE RIGHT TO DO SO THEREAFTER. ALL COSTS INCURRED IN THE ENFORCEMENT OF SAID PROVISIONS, INCLUDING REASONABLE ATTORNEYS' FEE, SHALL BE BORNE BY THE NONPREVAILING PARTY. INVALIDATION OF ANY ONE OF THE PROVISIONS HEREOF BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS
- 12. GOVERNMENT EASEMENT: ANY GOVERNMENTAL ENTITY HAVING JURISDICTION OF THE LAND SUBJECT TO THIS BINDING SITE PLAN/RECORD OF SURVEY AND THE IMPROVEMENTS THERETO, AND ANY PUBLIC OR PRIVATE ENTITY PROVIDING UTILITY SERVICE THERETO, SHALL HAVE A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS SAID LAND FOR THE PURPOSE OF INSTAULATION, INSPECTION, MAINTENANCE AND REPAIR.
- 13. MULTI-PURPOSE ACCESS AND USE: DECLARANT HEREBY GRANTS NON-EXCLUSIVE ACCESS AND USE OVER-AND ACROSS SAID LAND FOR INGRESS AND EGRESS AND OVER AND ACROSS OTHER EASEMENTS, ROADWAYS, AND UTILITY LINES SPECIFIED IN THE BINDING SITE PLAN/RECORD OF SURVEY OR ESTABLISHED IN OR ON SAID LAND AND IMPROVEMENTS THERETO. SUCH RESERVATIONS ARE FOR THE PURPOSE OF: COMPLETING, AND THEREAFTER USING AND OPERATING, ALL PHASES OF DEVELOPMENT OF SAID LAND. THE EASEMENTS RESERVED HEREUNDER SHALL ENTITLE THE DECLARANT, OR ITS SUCCESSORS, TO CONNECT TO WATER, SEWER, STORM SEWER, ELECTRICAL, GAS, TELEPHONE, OR OTHER UTILITY LINES OF ALT VARIETIES, AND TO CONNECT WITH ROADWAYS OR UTILITY SYSTEMS DEVELOPED AND EMPLACED ON SAID LAND.
- 14. INTEGRATED SITE DEVELOPMENT (COMMON SITE FEATURES AND AREAS): THE DECLARANT, ITS SUCCESSORS, ASSIGNS, BUSINESS INVITEES, LICENSEES TENANTS AND THEIR GUESTS SHALL HAVE COMMON ACCESS AND USE OF ALL COMMON FEATURES AND AREAS AS DELINEATED ON THIS BINDING SITE . -PLAN OR AS CONSTRUCTED ON THE LAND SUBJECT THERETO, (INCLUDING BUT NOT LIMITED TO: PARKING AND CHROULATION AREAS; OPEN SPACE -AREAS AND/OR TRACTS, RECREATION FACILITIES AND AREAS; LANDSCAPING; UTILITIES, STORM WATER DRAINAGE FACILITIES; GREENBELT AND/OR NATIVE GROWTH PROTECTION AREAS; BUT EXCLUDING ANY BUILDING SITES AND LIMITED COMMON ELEMENTS ALLOCATED TO_CONDOMINIUM UNITS
- 15. MULTI-PURPOSE MAINTENANCE: EXCEPT AS OTHERWISE PROVIDED BY LAW, AND EXCEPT TO THE EXTENT MAINTENANCE IS PERFORMED BY A PUBLIC OR PRIVATE ENTITY PROVIDING UTILITY SERVICE, ALL PRESENT AND FUTURE OWNERS OF THE LAND SUBJECT TO THIS BINDING SITE PLANTRECORD OF SURVEY SHALL MAINTAIN, OPERATE, AND/OR REPAIR ALL PRIVATE ROADWAYS, PARKING AND CIRCULATION AREAS, UTILITIES, DRAINAGE AND RECREATION FACILITIES, AND OTHER COMMON SITE FEATURES AND AREAS.
- 16. PHASED CONSTRUCTION: ALTHOUGH THE PROPERTY SUBJECT TO THIS BINDING SITE PLAN/RECORD OF SURVEY SHALL FUNCTION AS ONE INTEGRATED SITE, PUBLIC AND PRIVATE IMPROVEMENTS MAY BE CONSTRUCTED INCREMENTALLY, IN PHASES. EACH PHASE SHALL INCLUDE SUCH IMPROVEMENTS AS - 1 REQUIRED BY THE COUNTY, AND CERTIFICATES OF OCCUPANCY FOR EACH LOT OR PHASE (BUILDINGS AND/OR UNITS WITHIN A PHASE) SHALL ONLY BE ISSUED UPON COMPLIANCE WITH THE CONDITIONS IMPOSED BY THE COUNTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING SITE IMPROVEMENTS WITHIN EACH LOT OR PHASE WILL BE COMPLETED PRIOR TO A CERTIFICATE OF OCCUPANCY BEING ISSUED FOR ANTY-LOT OR PHASE: ALL LANDSCAPE BUFFERS (IP REZONE EXHIBIT 16), SITE STORM WATER FACILITIES AND PARKING AREA/LANDSCAPING IDENTIFIED ON SHEETS 4 OF 8.
- . PRIOR TO OCCUPANCY OF ANY BUILDING, FRONTAGE IMPROVEMENTS SHALL HAVE BEEN INSTALLED ALONG THE PROPERTY'S FRONTAGE ON SMOKEY POINT BOULEVARD TO APPLICABLE STANDARDS.
- 18. PRIOR TO OCCUPANCY OF THE PHASE 3 BUILDING, FRONTAGE IMPROVEMENTS SHALL BE INSTALLED ALONG THE PROPERTY'S 188TH STREET NE FRONTAGE TO APPLICABLE STANDARDS.
- 19. ANY EXTERIOR LIGHTING ONSITE SHALL BE SHIELDED SO AS NOT TO CAST ANY DIRECT GLARE ONTO ADJACENT AND NEARBY RESIDENTIAL PROPERTIES AND PUBLIC ROADS.
- 20. ACCESS NOTE: IMPROVEMENTS NECESSARY FOR ACCESS TO LOT ONE INCLUDE WORK OVER A PORTION OF LOT 2.
- 21. LOT 4 IS TO BE USED AS A CARETAKERS FACILITY WITHIN THE EXISTING STRUCTURE ON THAT LOT. MODIFICATIONS OF THE STRUCTURE, AS WELL AS CHANGES TO THE USE, MAYBE ALLOWED WITH BSP-ROS MODIFICATION, AND ASSOCIATED SNOHOMISH COUNTY PERMITS.
- 22. SUBJECT TO PUD EASEMENT RECORDED UNDER AF#2132649.
- 23. SUBJECT TO TERMS AND CONDITIONS OF ARLINGTON RECOVERY CONTRACT RECORDED UNDER AF#200004180317.
- 24. SUBJECT TO RECORD OF DEVELOPER OBLIGATIONS FOR MITIGATION OF IMPACTS TO THE COUNTY ROAD SYSTEM RECORDED UNDER AF#200310310568.
- 25. SUBJECT TO CONCURRENCY CERTIFICATE FOR DEVELOPMENT RELATIVE TO THE TRANSPORTATION SYSTEM RECORDED UNDER AF#200307140513.
- 26. SUBJECT TO UTILITY EXTENSION RECORDED UNDER AF#200307291081.
- 27. SUBJECT TO ASSIGNMENT OF RENTS AND/OR LEASES PER DOCUMENT RECORDED UNDER AF#200204300662.
- 28. PRIOR APPROVAL MUST BE OBTAINED FROM THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES, ARE LOCATED WITHIN ANY DRAINAGE EASEMENT, DELINEATED FLOOD PLAIN AREA, NGPA, WETLAND OR WETLAND BUFFER AREA OR DRAINAGE SWALE.

ADDITIONAL - COVENANTS, CONDITIONS AND RESTRICTIONS

PRIOR TO ISSUANCE OF ANY BUILDING PERMIT FOR STRUCTURAL DEVELOPMENT OF PHASE ONE (LOT 1) AS DEPICTED ON THE APPROVED IP SITE PLAN:

- RESTRICTIVE COVENANTS COVERING THE ENTIRETY OF THE SUBJECT PROPERTY SHALL BE RECORDED WITH THE COUNTY AUDITOR AS REQUIRED BY 5CC 18.60.160(4)
- THE SUM OF \$36,973.01 SHALL HAVE BEEN PAID TO SNOHOMISH COUNTY AS MITIGATION OF PROJECT IMPACTS ON ROAD SYSTEM CAPACITY WITHIN TRANSPORTATION SERVICE AREA A.
- THE SUM OF \$10,455.84 SHALL HAVE BEEN PAID TO SNOHOMISH COUNTY FOR THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AS FEE MITIGATION OF PROJECT IMPACTS ON STATE HIGHWAYS.
- . THE SUM OF \$33,551.57 SHALL HAVE BEEN PAID TO THE CITY OF ARLINGTON FOR MITIGATION OF TRAFFIC IMPACTS TO CITY STREETS.

- PRIOR TO ISSUANCE OF ANY BUILDING PERMIT FOR STRUCTURAL DEVELOPMENT OF PHASE TWO (LOT 2) AS DEPICTED ON THE APPROVED IP SITE PLAN:
- THE SUM OF \$23,133.53 SHALL HAVE BEEN PAID TO SNOHOMISH COUNTY AS MITIGATION OF PROJECT IMPACTS ON ROAD SYSTEM CAPACITY WITHIN TRANSPORTATION SERVICE AREA A.
- 2. THE SUM \$6,541.92 SHALL HAVE BEEN PAID TO SNOHOMISH COUNTY FOR THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AS FEE MITIGATION OF PROJECT IMPACTS ON STATE HIGHWAYS.
- 3. THE SUM OF \$17,457.66 SHALL HAVE BEEN PAID TO THE CITY OF ARLINGTON FOR MITIGATION OF TRAFFIC IMPACTS TO CITY STREETS.

PRIOR TO ISSUANCE OF ANY BUILDING PERMIT FOR STRUCTURAL DEVELOPMENT OF PHASE THREE (LOT 3) AS DEPICTED ON THE APPROVED IP SITE PLAN:

- THE SUM OF \$17,363.72 SHALL HAVE BEEN PAID TO SNOHOMISH COUNTY AS MITIGATION OF PROJECT IMPACTS ON ROAD SYSTEM CAPACITY WITHIN TRANSPORTATION SERVICE AREA A.
- 2. THE SUM OF \$4,910.40 SHALL HAVE BEEN PAID TO SNOHOMISH COUNTY FOR THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AS FEE MITIGATION OF PROJECT IMPACTS ON STATE HIGHWAYS.
- 3. THE SUM OF \$13,104.92 SHALL HAVE BEEN PAID TO THE CITY OF ARLINGTON FOR MITIGATION OF TRAFFIC IMPACTS TO CITY STREETS.

DRAINAGE FACILITY MAINTENANCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN BINDED BY SITE PLAN (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT SNOHOMISH COUNTY (COUNTY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. COUNTY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORMWATER FLOW REGULATION SYSTEM DETENTION PONDS, VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

-THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. COUNTY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.

2. IF COUNTY INSPECTION -DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, COUNTY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, COUNTY SHALL HAVE-THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF COUNTY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, COUNTY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE COUNTY OR PAY COUNTY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN COUNTY'S STATEMENT.

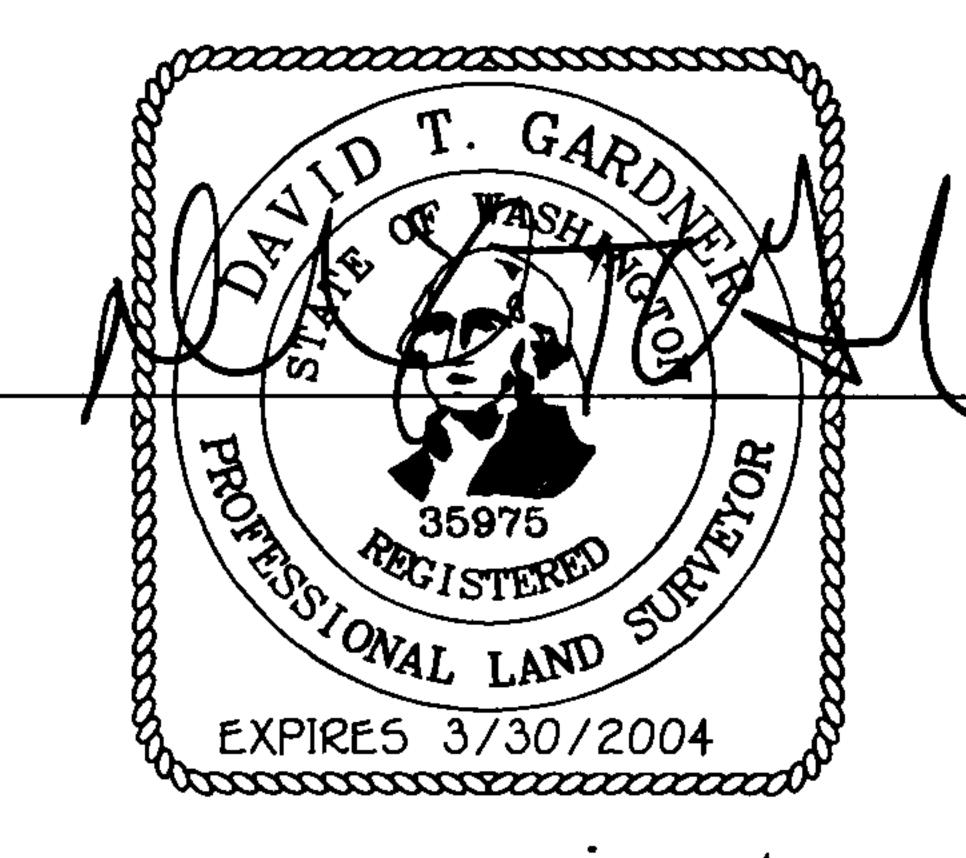
3. IF COUNTY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, COUNTY MAY REMOVE ANY OBSTRUCTIONS AND/OR-INTERFERENCES THAT IN THE SOLE OPINION OF COUNTY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE - ____MAINTENANCE_THEREOF. GRANTOR AGREES TO HOLD COUNTY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, BUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.

WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, COUNTY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190. _ - '

. GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

ARLINGTON-MUNICIPAL AIRPORT RESTRICTIONS

- THIS LAND IS WITHIN THE INFLUENCE OF THE ARLINGTON MUNICIPAL AIRPORT, ON WHICH AERONAUTICAL ACTIVITIES AS DEFINED IN RCW CHAPTER 14.08 AND ARLINGTON MUNICIPAL CODE TITLE 14 ARE AND MAY BE CONDUCTED, INCLUDING OVERFLIGHT ACTIVITIES AND ACTIVITIES CREATING NOISE IMPACTS ON THE
- 2. ANY OUTDOOR LIGHTING SHALL BE SHIELDED AS TO REDUCE ANY TYPE OF GLARE, WHICH COULD INTERFERE WITH FLIGHT OPERATIONS.
-). NO USE MAY BE MADE OF THE PREMISES WHICH CAN OR DOES INTERFERE WITH USE OF THE AIRPORT BY AIRCRAFT BY REASON OF ELECTRICAL, ELECTRONIC, OR SMOKE EMANATIONS, LIGHTING CONDITIONS, HEIGHT OF ANY STRUCTURE OR APPURTENANCE, OR ANY USE WHICH MAY ATTRACT BIRDS.
- 4. BECAUSE OF THE SITE'S PROXIMITY TO THE AIRPORT AND THE FACT THAT IT IS IN LINE WITH ONE OF OUR TRAFFIC PATTERNS AND NEAR ANOTHER ONE, WE REQUIRE AN AVIGATION EASEMENT TO PROTECT THE AIRPORT'S IMAGINARY AIRSPACE FROM ANY FUTURE DEVELOPMENT THAT COULD PROTRUDE INTO IT. THE AVIGATION EASEMENT WE ARE REQUIRING SHALL START AT 287" MEAN SEA LEVEL (MSL) AND EXTEND UPWARD.



2.23-04

BINDING SITE PLAN FOR SMOKEY POINT BUSINESS PARK, LLC.

> 5E1/4, 5E1/4 OF SECTION-17, TWP 31 N. R-5 E, W.M. TAX PARCEL NO. 31051700402800 PFN 02-100529

SNOHOMISH COUNTY, WASHINGTON. -

A.S.P.I. (ALPHA SUBDIVISION PRO'S, INC.) _ - -3307 RUCKER AVE EVERETT, WA 98201 (425) 252-1884 _ 99049B5P.DWG

